



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 18, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#36 MAY 18, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AMENDMENT 1 TO STREET SWEEPING SERVICES FOR WEST WHITTIER (SUPERVISORIAL DISTRICTS 1 AND 4) (3 VOTES)

SUBJECT

This action is to amend the contract for street sweeping services for West Whittier to include cost adjustments for debris disposal (tipping fee) costs due to unanticipated increases in disposal rates at the solid waste facility used by the contractor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve amending Contract No. 76180 with Joe's Sweeping, Inc., d.b.a. Nationwide Environmental Services, for Street Sweeping Services for West Whittier, to incorporate cost adjustments for debris disposal costs, effective upon your Board's approval.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, and to adjust the annual contract sum for each contract year over the term of the contract to allow for fuel cost and debris disposal fee adjustments in accordance with the terms of the contract.

5. Authorize the Director of Public Works or her designee to execute the amendment upon proper execution by the contractor and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to amend Contract No. 76180 with Joe's Sweeping, Inc., d.b.a. Nationwide Environmental Services for street sweeping services in West Whittier, to include cost adjustments for debris disposal (tipping fee) costs due to unanticipated increases in disposal rates at the Puente Hills Landfill solid waste facility used by the contractor. The continued use of the Puente Hills Landfill solid waste facility is comparatively cost effective and creates less of an impact to the community and traffic because of its proximity to the service area. The cost adjustment for debris disposal has become a standard provision in our newer street sweeping contracts.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Financing to incorporate the minimal disposal fee adjustment is available in the Fiscal Year 2009-10 Road Fund Budget.

Funds for the contract's optional year, 10 percent additional funding for contingencies, and fuel cost and debris disposal fee adjustments in accordance with the contract will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 19, 2007, Agenda Item 78, your Board approved Contract No. 76180 with Joe's Sweeping, Inc., d.b.a. Nationwide Environmental Services located in Norwalk, California, for Street Sweeping Services for West Whittier, authorizing aggregate annual contract expenditures of \$155,053 with a potential maximum sum of \$620,212. The contract was for an initial two-year period with two 1-year renewal options for a total contract period of four years. The contract is currently in its first optional year. All terms, conditions, requirements, prices, and specifications of the contract will remain unchanged.

The amendment, which is substantially reflected in the enclosed form, will continue the contract's current terms, specifications, and conditions. The Director of Public Works or her designee will execute the amendment in accordance with your Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

The contractor has agreed to pay their full-time employees the current Living Wage Rate approved by your Board on February 6, 2007, and confirmed that they will comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to these contracts, as County employees can perform these contracted services. These contracts comply with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its/their full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by your Board on March 15, 2007, and confirm that they comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, Public Works' Proposition A cost analysis indicated that the recommended contracted services will continue to be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (c) of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contract services.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Administrative Services.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Office of Affirmative Action Compliance (w/o
enc.)

AMENDMENT 1 TO CONTRACT NO. 76180

STREET SWEEPING SERVICES FOR WEST WHITTIER

THIS AMENDMENT, made and entered into this ____ day of _____, 2010, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and JOE'S SWEEPING, INC., DBA NATIONWIDE ENVIRONMENTAL SERVICES, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 76180 was entered into between the COUNTY and the CONTRACTOR, on June 19, 2007, to provide Street Sweeping Services for West Whittier, for a period of two years with two 1-year renewal options, and an additional 60-day extension; and

WHEREAS, this Contract was renewed on July 1, 2009, for its first option year; and

WHEREAS, the CONTRACTOR has encountered unanticipated increases related to debris disposal (tipping fee) costs and has requested financial relief consideration from the COUNTY; and

WHEREAS, the CONTRACTOR is willing to continue to provide these services under the Contract's existing terms and conditions as amended by this AMENDMENT.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 76180 between them shall be amended as follows:

FIRST: This Contract is amended to include the following: Upon approval of this Amendment by the Board of Supervisors and again after January 1, 2011, the CONTRACTOR may request an adjustment in the "Curb Mile" and "Paved Alley Mile" unit prices set forth in Form PW-2 (Schedule of Prices) based on a percentage change in disposal fee. Adjustments will be based on the increase or decrease in the disposal fee charged to the CONTRACTOR by the Solid Waste Facility designated/used by the CONTRACTOR. This percentage will be calculated based on the disposal fee charged at the commencement date of this Contract and the disposal fee charged at the time of adjustments. Only 10 percent of the "Curb Mile" and "Paved Alley Mile" unit prices may be adjusted for increases or decreases in the disposal fee. The CONTRACTOR must substantiate the change in cost for refuse disposal to the satisfaction of the Director of Public Works. The CONTRACTOR'S supplied documentation shall include disposal site receipts, driver route schedules, vehicle numbers, summary sheets of monthly disposal costs and fees charged per ton, detailed comparisons of current and previous disposal fee,

and any additional documentation requested by the COUNTY to establish most current disposal fees. The CONTRACTOR shall also provide an explanation for use or nonuse of any alternate disposal sites.

SECOND: The following provision is incorporated into the Contract as Part II, Exhibit B, Section 10, Compliance with County's Defaulted Property Tax Reduction Program:

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Attachment 1).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code, Chapter 2.206.

THIRD: Except as modified in the AMENDMENT, all terms, conditions, requirements, Form PW-2 (Schedule of Prices), and specifications of the Contract, as amended shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

JOE'S SWEEPING, INC.,
DBA NATIONWIDE ENVIRONMENTAL
SERVICES

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name